

## **EXHIBIT C**

**AFFIDAVIT**

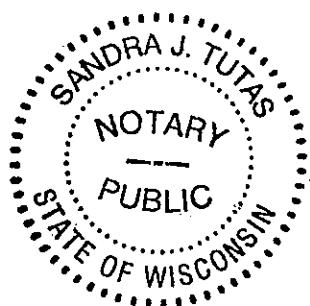
Linda D. Hautala, being first duly sworn on oath, deposes and says: That she is a duly authorized custodian of the records of West Bend Mutual Insurance Company and she has the authority to certify those records.

To the best of my knowledge, the policy attached to this affidavit is a true copy of the original Standard Workers Compensation and Employers Liability policy, bearing policy #WCD0457505-10 as that policy was in effect on January 1, 2010 to January 1, 2011.

Linda D. Hautala  
Linda D. Hautala

Subscribed and sworn to before me  
this 2nd day of May, 2012.

Sandra J. Tutas  
Notary Public, Washington County, WI  
My Commission expires 12-8-13.





West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 216

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PAYROLL CODES 5474, 5445, 5606, 8742, 8810, 8227

NAMED INSURED AND ADDRESS	AGENCY NAME AND ADDRESS
ITEM	
1. PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO 601 SIDWELL CT UNIT L ST CHARLES, IL 60174 FEIN # 364233946 RISK ID # 121002094	PRIME MERIDIAN INS GROUP LTD 2700 INTERNATIONAL DR WEST CHICAGO, IL 60185 (630)-443-7300 AGENCY NO. 1262678 02
NO ADDITIONAL LOCATIONS	
ENTITY OF INSURED - CORPORATIONS	
2. POLICY PERIOD - 01/01/2010 TO 01/01/2011 12:01 AM STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.	
3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: IL.	
3B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:	
BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE BODILY INJURY BY DISEASE \$1,000,000 TOTAL POLICY	
3C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ND, OH, WA, WY, AND THE STATES DESIGNATED IN 3A.	
3D. SEE ATTACHED SCHEDULE FOR LIST OF ENDORSEMENTS FORMING A PART OF THIS POLICY.	
4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT. ADJUSTMENT OF PREMIUM SHALL BE MADE ANNUALLY.	

## CLASSIFICATION OF OPERATIONS

ST LOC CODE	CLASSIFICATION DESCRIPTION	EST TOT-TERM REMUN	RATE PER \$100 REMUN	EST TERM PREMIUM
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SEE EXTENSION OF INFORMATION PAGE 35,411

MINIMUM PREMIUM \$1,000 (IL)	PREMIUM DISCOUNT: 6.5%	\$2,268-
	EXPENSE CONSTANT:	\$280
	ESTIMATED ANNUAL PREMIUM:	\$33,423
ASSESSMENTS & TAXES: \$338	DEPOSIT PREMIUM:	\$33,761
THE FOREGOING AMENDMENT RESULTS IN A RETURN PREMIUM OF: \$28,946		
*ENTRIES IN THIS ITEM, EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS POLICY, DO NOT MODIFY ANY OF THE OTHER PROVISIONS OF THIS POLICY.		
COUNTERSIGNED THIS DAY OF		20

AUTHORIZED REPRESENTATIVE

ISSUE DATE 09/21/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 216

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY  
POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PAYROLL CODES 5474, 5445, 5606, 8742, 8810, 8227

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POLICY EXTENSION OF INFORMATION PAGE  
PAGE 2

CLASSIFICATION OF OPERATIONS					
ST	LOC	CODE	CLASSIFICATION DESCRIPTION	EST TOT-TERM REMUN	RATE PER \$100 REMUN
EST TERM PREMIUM					
IL	0001	5445	WALLBOARD INSTALLATION-WITHIN BUILDINGS-& DRIVERS	244,000	12.20
		5474	PAINTING OR PAPER HANGING NOC & SHOP OPERATIONS, DRIVERS	290,000	12.84
		5606	CONTRACTOR-PROJECT MANAGER, CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER OR CONSTRUCTION SUPERINTENDENT	7,600	4.04
		8227	CONSTRUCT. OR ERECTION PERMANENT YARD	IF ANY	13.40
		8742	SALESPERSONS OR COLLECTORS- OUTSIDE	80,000	0.63
		8810	CLERICAL OFFICE EMPLOYEES NOC	250,000	0.31
SUB-TOTAL					68,590
9740			TERRORISM	.0500	436
9741			CATASTROPHE-NOT CERT ACTS-TERROR	.0100	87
0930			WAIVER		3,354
9812			INCREASED COVERAGE II	2.8%	2,014
9931			MEDICAL DEDUCTIBLE	1.7%	1,257-
9898			EXPERIENCE MODIFICATION	.8600	10,178-
9887			SCHEDULE MODIFICATION	7.0%	4,377-
9046			CONTR ADJ	.6000	23,258-

SCHEDULE CONTINUED ON NEXT PAGE



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 216

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

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CHANGING PAYROLL CODES 5474, 5445, 5606, 8742, 8810, 8227

NAMED INSURED AND ADDRESS ITEM	AGENCY NAME AND ADDRESS
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POLICY EXTENSION OF INFORMATION PAGE  
PAGE 3

CLASSIFICATION OF OPERATIONS						
ST LOC	CODE	CLASSIFICATION DESCRIPTION	EST TOT-TERM REMUN	RATE PER \$100 REMUN	EST TERM PREMIUM	
IIC OPERATIONS FUND SURCHARGE					.0101	338
TOTAL FOR ILLINOIS					35,411	

ISSUE DATE 09/21/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 216

STANDARD WORKERS COMPENSATION  
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POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PAYROLL CODES 5474, 5445, 5606, 8742, 8810, 8227

NAMED INSURED AND ADDRESS ITEM	AGENCY NAME AND ADDRESS
1. PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO 601 SIDWELL CT UNIT L ST CHARLES, IL 60174 FEIN # 364233946 RISK ID # 121002094	PRIME MERIDIAN INS GROUP LTD 2700 INTERNATIONAL DR WEST CHICAGO, IL 60185 (630)-443-7300 AGENCY NO. 1262678 02

POLICY  
PAGE 4

## ENDORSEMENT SCHEDULE

NUMBER	STATE	DESCRIPTION
WB1188	ALL	WEST BEND PRIVACY STATEMENT (01-06)
WC000000A	ALL	WORKERS COMP & EMPLOYERS LIAB.& INS.POL. (92-04)
WC000403	ALL	EXPERIENCE RATING MODIFICATION FACTOR END. (84-04)
WC000406A	ALL	PREMIUM DISCOUNT ENDORSEMENT (95-08)
WC000414	ALL	NOTIFICATION OF CHANGE IN OWNERSHIP END. (90-07)
WB1130	IL	IMPORTANT NOTICE - SUBCONTRACTORS (84-07)
WB409J	IL	NOTICE OF ELECT TO ACCEPT AN INS DED-ILL W.C. (10-01)
- WC000310	IL	SOLE PROP. PARTNERS OFFICERS & OTHERS END. (84-04)
- WC000313	IL	WAIVER OF OUR RIGHT TO REC FROM OTH END. (84-04)
WC000419	IL	PREMIUM DUE DATE ENDORSEMENT (01-01)
WC000421C	IL	CATASTROPHE (OTHER THAN CERT ACTS OF TERRORISM) (08-09)
WC000422A	IL	TERRORISM INS PROGRAM REAUTH ACT DISCLOSURE ENDT (08-09)

SCHEDULE CONTINUED ON NEXT PAGE

ISSUE DATE 09/21/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 216

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PAYROLL CODES 5474, 5445, 5606, 8742, 8810, 8227

NAMED INSURED AND ADDRESS	AGENCY NAME AND ADDRESS
ITEM	
1. PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO 601 SIDWELL CT UNIT L ST CHARLES, IL 60174 FEIN # 364233946 RISK ID # 121002094	PRIME MERIDIAN INS GROUP LTD 2700 INTERNATIONAL DR WEST CHICAGO, IL 60185 (630)-443-7300 AGENCY NO. 1262678 02

POLICY  
PAGE 5

## ENDORSEMENT SCHEDULE

NUMBER	STATE	DESCRIPTION
WC120402	IL	ILLINOIS CONT CLASS PREMIUM ADJUSTMENT END (92-09)
WC120601C	IL	ILLINOIS AMENDATORY ENDORSEMENT (01-04)
WC120602A	IL	ILLINOIS MEDICAL BENEFITS DEDUCTIBLE (92-08)

ISSUE DATE 09/21/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 216

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PAYROLL CODES 5474, 5445, 5606, 8742, 8810, 8227

## NAMED INSURED AND ADDRESS

## ITEM

1. PROCACCIO PAINTING & DRYWALL  
CO, INC; PROCACCIO PAINTING CO  
601 SIDWELL CT UNIT L  
ST CHARLES, IL 60174  
FEIN # 364233946 RISK ID # 121002094

## AGENCY NAME AND ADDRESS

PRIME MERIDIAN INS GROUP LTD  
2700 INTERNATIONAL DR  
WEST CHICAGO, IL 60185  
(630)-443-7300 AGENCY NO. 1262678 02

POLICY  
PAGE 6

## N A M E D I N S U R E D S C H E D U L E

PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO,  
INC

ISSUE DATE 09/21/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 227

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PREMIUMS AND ADDING CONTRACTING ADJUSTMENT FACTOR

NAMED INSURED AND ADDRESS ITEM	AGENCY NAME AND ADDRESS
1. PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO 601 SIDWELL CT UNIT L ST CHARLES, IL 60174 FEIN # 364233946 RISK ID # 121002094	PRIME MERIDIAN INS GROUP LTD 2700 INTERNATIONAL DR WEST CHICAGO, IL 60185 (630)-443-7300 AGENCY NO. 1262678 02
NO ADDITIONAL LOCATIONS	
ENTITY OF INSURED - CORPORATIONS	
2. POLICY PERIOD - 01/01/2010 TO 01/01/2011 12:01 AM STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.	
3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: IL.	
3B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE BODILY INJURY BY DISEASE \$1,000,000 TOTAL POLICY	
3C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ND, OH, WA, WY, AND THE STATES DESIGNATED IN 3A.	
3D. SEE ATTACHED SCHEDULE FOR LIST OF ENDORSEMENTS FORMING A PART OF THIS POLICY.	
4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT. ADJUSTMENT OF PREMIUM SHALL BE MADE ANNUALLY.	

## CLASSIFICATION OF OPERATIONS

ST LOC CODE	CLASSIFICATION DESCRIPTION	EST TOT-TERM REMUN	RATE PER \$100 REMUN	EST TERM PREMIUM
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SEE EXTENSION OF INFORMATION PAGE 66,890

MINIMUM PREMIUM \$1,000 (IL)	PREMIUM DISCOUNT: 7.7%	\$5,090-
	EXPENSE CONSTANT:	\$280
	ESTIMATED ANNUAL PREMIUM:	\$62,080
ASSESSMENTS & TAXES: \$627	DEPOSIT PREMIUM:	\$62,707
THE FOREGOING AMENDMENT RESULTS IN A RETURN PREMIUM OF: \$37,234		
*ENTRIES IN THIS ITEM, EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS POLICY, DO NOT MODIFY ANY OF THE OTHER PROVISIONS OF THIS POLICY.		
COUNTERSIGNED THIS DAY OF	, 20	

AUTHORIZED REPRESENTATIVE

ISSUE DATE 03/25/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 227

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PREMIUMS AND ADDING CONTRACTING ADJUSTMENT FACTOR

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POLICY EXTENSION OF INFORMATION PAGE  
PAGE 2

CLASSIFICATION OF OPERATIONS					
ST	LOC	CODE	CLASSIFICATION DESCRIPTION	EST TOT-TERM REMUN	RATE PER \$100 REMUN
EST TERM PREMIUM					
IL	0001	5445	WALLBOARD INSTALLATION-WITHIN BUILDINGS-& DRIVERS	522,463	12.20
		5474	PAINTING OR PAPER HANGING NOC & SHOP OPERATIONS, DRIVERS	506,822	12.84
		5606	CONTRACTOR-PROJECT MANAGER, CON- STRUCTION EXECUTIVE, CON- STRUCTION MANAGER OR CON- STRUCTION SUPERINTENDENT	IF ANY	4.04
		8227	CONSTRUCT. OR ERECTION PERMANENT YARD	22,880	13.40
		8742	SALESPERSONS OR COLLECTORS- OUTSIDE	86,216	0.63
		8810	CLERICAL OFFICE EMPLOYEES NOC	172,662	0.31
SUB-TOTAL					132,960
9740			TERRORISM	.0500	656
9741			CATASTROPHE-NOT CERT ACTS-TERROR	.0100	131
0930			WAIVER		3,354
9812			INCREASED COVERAGE II	2.8%	3,817
9931			MEDICAL DEDUCTIBLE	1.7%	2,382-
9898			EXPERIENCE MODIFICATION	.8600	19,285-
9887			SCHEDULE MODIFICATION	10.0%	0
DELETED, EFFECTIVE 01/01/2010					
SCHEDULE CONTINUED ON NEXT PAGE					

ISSUE DATE 03/25/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 227

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PREMIUMS AND ADDING CONTRACTING ADJUSTMENT FACTOR

NAMED INSURED AND ADDRESS ITEM	AGENCY NAME AND ADDRESS
1. PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO 601 SIDWELL CT UNIT L ST CHARLES, IL 60174 FEIN # 364233946 RISK ID # 121002094	PRIME MERIDIAN INS GROUP LTD 2700 INTERNATIONAL DR WEST CHICAGO, IL 60185 (630)-443-7300 AGENCY NO. 1262678 02

POLICY EXTENSION OF INFORMATION PAGE  
PAGE 3

CLASSIFICATION OF OPERATIONS			EST	RATE	EST	
ST	LOC	CODE	CLASSIFICATION DESCRIPTION	TOT-TERM REMUN	PER \$100 REMUN	TERM PREMIUM
9887			SCHEDULE MODIFICATION		7.0%	8,292-
9046			CONTR ADJ		.6000	44,069-
			IIC OPERATIONS FUND SURCHARGE		.0101	627
TOTAL FOR ILLINOIS						66,890

ISSUE DATE 03/25/2010



A MUTUAL INSURANCE COMPANY™

West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 227

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

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CHANGING PREMIUMS AND ADDING CONTRACTING ADJUSTMENT FACTOR

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POLICY  
PAGE 4

## ENDORSEMENT SCHEDULE

NUMBER	STATE	DESCRIPTION
WB1188	ALL	WEST BEND PRIVACY STATEMENT (01-06)
WC000000A	ALL	WORKERS COMP & EMPLOYERS LIAB.& INS.POL. (92-04)
WC000403	ALL	EXPERIENCE RATING MODIFICATION FACTOR END. (84-04)
WC000406A	ALL	PREMIUM DISCOUNT ENDORSEMENT (95-08)
WC000414	ALL	NOTIFICATION OF CHANGE IN OWNERSHIP END. (90-07)
WB1130	IL	IMPORTANT NOTICE - SUBCONTRACTORS (84-07)
WB409J	IL	NOTICE OF ELECT TO ACCEPT AN INS DED-ILL W.C. (10-01)
WC000310	IL	SOLE PROP. PARTNERS OFFICERS & OTHERS END. (84-04)
WC000313	IL	WAIVER OF OUR RIGHT TO REC FROM OTH END. (84-04)
WC000419	IL	PREMIUM DUE DATE ENDORSEMENT (01-01)
WC000421C	IL	CATASTROPHE (OTHER THAN CERT ACTS OF TERRORISM) (08-09)
WC000422A	IL	TERRORISM INS PROGRAM REAUTH ACT DISCLOSURE ENDT (08-09)

SCHEDULE CONTINUED ON NEXT PAGE

ISSUE DATE 03/25/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 227

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PREMIUMS AND ADDING CONTRACTING ADJUSTMENT FACTOR

NAMED INSURED AND ADDRESS	AGENCY NAME AND ADDRESS
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POLICY  
PAGE 5

## ENDORSEMENT SCHEDULE

NUMBER	STATE	DESCRIPTION
WC120402	IL	ILLINOIS CONT CLASS PREMIUM ADJUSTMENT END (92-09)
WC120601C	IL	ILLINOIS AMENDATORY ENDORSEMENT (01-04)
WC120602A	IL	ILLINOIS MEDICAL BENEFITS DEDUCTIBLE (92-08)

ISSUE DATE 03/25/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 227

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

ENDORSEMENT EFFECTIVE 01/01/2010  
CHANGING PREMIUMS AND ADDING CONTRACTING ADJUSTMENT FACTOR

## NAMED INSURED AND ADDRESS

## ITEM

1. PROCACCIO PAINTING & DRYWALL  
CO, INC; PROCACCIO PAINTING CO  
601 SIDWELL CT UNIT L  
ST CHARLES, IL 60174  
FEIN # 364233946 RISK ID # 121002094

## AGENCY NAME AND ADDRESS

PRIME MERIDIAN INS GROUP LTD  
2700 INTERNATIONAL DR  
WEST CHICAGO, IL 60185  
(630)-443-7300 AGENCY NO. 1262678 02

POLICY  
PAGE 6

## NAMED INSURED SCHEDULE

PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO,  
INC

ISSUE DATE 03/25/2010



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 260

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

## RENEWAL

NAMED INSURED AND ADDRESS ITEM	AGENCY NAME AND ADDRESS
1. PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO 601 SIDWELL CT UNIT L ST CHARLES, IL 60174 FEIN # 364233946 RISK ID # 121002094	PRIME MERIDIAN INS GROUP LTD 2700 INTERNATIONAL DR WEST CHICAGO, IL 60185 (630)-443-7300 AGENCY NO. 1262678 02
NO ADDITIONAL LOCATIONS	
ENTITY OF INSURED - CORPORATIONS	
2. POLICY PERIOD - 01/01/2010 TO 01/01/2011 12:01 AM STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.	
3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: IL.	
3B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE BODILY INJURY BY DISEASE \$1,000,000 TOTAL POLICY	
3C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ND, OH, WA, WY, AND THE STATES DESIGNATED IN 3A.	
3D. SEE ATTACHED SCHEDULE FOR LIST OF ENDORSEMENTS FORMING A PART OF THIS POLICY.	
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## CLASSIFICATION OF OPERATIONS

ST LOC CODE	CLASSIFICATION DESCRIPTION	EST TOT-TERM REMUN	RATE PER \$100 REMUN	EST TERM PREMIUM
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SEE EXTENSION OF INFORMATION PAGE

107,405

MINIMUM PREMIUM \$1,000 (IL)	PREMIUM DISCOUNT: 8.2%	\$8,743-
ASSESSMENTS & TAXES: \$999	EXPENSE CONSTANT:	\$280
*ENTRIES IN THIS ITEM, EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS POLICY, DO NOT MODIFY ANY OF THE OTHER PROVISIONS OF THIS POLICY.		ESTIMATED ANNUAL PREMIUM: \$98,942
COUNTERSIGNED THIS DAY OF	, 20	DEPOSIT PREMIUM: \$99,941
		AUTHORIZED REPRESENTATIVE

ISSUE DATE 12/31/2009



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 260

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

## RENEWAL

NAMED INSURED AND ADDRESS ITEM	AGENCY NAME AND ADDRESS
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POLICY EXTENSION OF INFORMATION PAGE  
PAGE 2

CLASSIFICATION OF OPERATIONS					
ST	LOC	CODE	CLASSIFICATION DESCRIPTION	EST TOT-TERM REMUN	RATE PER \$100 REMUN
EST TERM PREMIUM					
IL	0001	5445	WALLBOARD INSTALLATION-WITHIN BUILDINGS-& DRIVERS	522,463	12.20
		5474	PAINTING OR PAPER HANGING NOC & SHOP OPERATIONS, DRIVERS	506,822	12.84
		5606	CONTRACTOR-PROJECT MANAGER, CON- STRUCTION EXECUTIVE, CON- STRUCTION MANAGER OR CON- STRUCTION SUPERINTENDENT	IF ANY	4.04
		8227	CONSTRUCT. OR ERECTION PERMANENT YARD	22,880	13.40
		8742	SALESPERSONS OR COLLECTORS- OUTSIDE	86,216	0.63
		8810	CLERICAL OFFICE EMPLOYEES NOC	172,662	0.31
SUB-TOTAL					132,960
		9740	TERRORISM	.0500	656
		9741	CATASTROPHE-NOT CERT ACTS-TERROR	.0100	131
		0930	WAIVER		3,354
		9812	INCREASED COVERAGE II	2.8%	3,817
		9931	MEDICAL DEDUCTIBLE	1.7%	2,382-
		9898	EXPERIENCE MODIFICATION	.8600	19,285-
		9887	SCHEDULE MODIFICATION	10.0%	11,846-
			IIC OPERATIONS FUND SURCHARGE	.0101	999
TOTAL FOR ILLINOIS					107,405

ISSUE DATE 12/31/2009



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 260

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

## RENEWAL

NAMED INSURED AND ADDRESS ITEM	AGENCY NAME AND ADDRESS
1. PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO 601 SIDWELL CT UNIT L ST CHARLES, IL 60174 FEIN # 364233946 RISK ID # 121002094	PRIME MERIDIAN INS GROUP LTD 2700 INTERNATIONAL DR WEST CHICAGO, IL 60185 (630)-443-7300 AGENCY NO. 1262678 02

POLICY  
PAGE 3

## ENDORSEMENT SCHEDULE

NUMBER	STATE	DESCRIPTION
WB1188	ALL	WEST BEND PRIVACY STATEMENT (01-06)
WC000000A	ALL	WORKERS COMP & EMPLOYERS LIAB.& INS.POL. (92-04)
WC000403	ALL	EXPERIENCE RATING MODIFICATION FACTOR END. (84-04)
WC000406A	ALL	PREMIUM DISCOUNT ENDORSEMENT (95-08)
WC000414	ALL	NOTIFICATION OF CHANGE IN OWNERSHIP END. (90-07)
WB1130	IL	IMPORTANT NOTICE - SUBCONTRACTORS (84-07)
WB409J	IL	NOTICE OF ELECT TO ACCEPT AN INS DED-ILL W.C. (10-01)
WC000310	IL	SOLE PROP. PARTNERS OFFICERS & OTHERS END. (84-04)
WC000313	IL	WAIVER OF OUR RIGHT TO REC FROM OTH END. (84-04)
WC000419	IL	PREMIUM DUE DATE ENDORSEMENT (01-01)
WC000421C	IL	CATASTROPHE (OTHER THAN CERT ACTS OF TERRORISM) (08-09)
WC000422A	IL	TERRORISM INS PROGRAM REAUTH ACT DISCLOSURE ENDT (08-09)

SCHEDULE CONTINUED ON NEXT PAGE

ISSUE DATE 12/31/2009



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 260

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

## RENEWAL

## NAMED INSURED AND ADDRESS

## ITEM

1. PROCACCIO PAINTING & DRYWALL  
CO, INC; PROCACCIO PAINTING CO  
601 SIDWELL CT UNIT L  
ST CHARLES, IL 60174  
FEIN # 364233946 RISK ID # 121002094

## AGENCY NAME AND ADDRESS

PRIME MERIDIAN INS GROUP LTD  
2700 INTERNATIONAL DR  
WEST CHICAGO, IL 60185  
(630)-443-7300 AGENCY NO. 1262678 02

POLICY  
PAGE 4

## ENDORSEMENT SCHEDULE

NUMBER	STATE	DESCRIPTION
WC120402	IL	ILLINOIS CONT CLASS PREMIUM ADJUSTMENT END (92-09)
WC120601C	IL	ILLINOIS AMENDATORY ENDORSEMENT (01-04)
WC120602A	IL	ILLINOIS MEDICAL BENEFITS DEDUCTIBLE (92-08)

ISSUE DATE 12/31/2009



West Bend Mutual Insurance Company  
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER # 0110109905 R 260

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

POLICY NUMBER WCD 0457505-10

RENEWAL

NAMED INSURED AND ADDRESS

ITEM

1. PROCACCIO PAINTING & DRYWALL  
CO, INC; PROCACCIO PAINTING CO  
601 SIDWELL CT UNIT L  
ST CHARLES, IL 60174  
FEIN # 364233946 RISK ID # 121002094

AGENCY NAME AND ADDRESS

PRIME MERIDIAN INS GROUP LTD  
2700 INTERNATIONAL DR  
WEST CHICAGO, IL 60185  
(630)-443-7300 AGENCY NO. 1262678 02

POLICY  
PAGE 5

N A M E D I N S U R E D S C H E D U L E

PROCACCIO PAINTING & DRYWALL CO, INC; PROCACCIO PAINTING CO,  
INC

ISSUE DATE 12/31/2009

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 10 (04-84)**

**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT**

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

Persons

State

Sole Proprietor:

Partners:

Officers:

DORIS PROCACCIO  
ANTONIO PROCACCIO (12/13/1957)

IL  
IL

Others:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

**WC 00 03 10 (04-84)**

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC-00-03-13 (Ed. 04-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ANY PARTY WITH WHOM THE INSURED AGREES TO WAIVE SUBROGATION  
IN A WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

## WEST BEND PRIVACY STATEMENT

At West Bend your Privacy is Important to us!

West Bend is committed to providing you, our Customer, with the finest insurance products backed by legendary service. While information is fundamental to our ability to serve our Customers, we recognize the importance of maintaining the privacy of your personal information.

Therefore, the following are principles that West Bend has established for the gathering and sharing of consumer information:

- We do not and will not sell your personal information to anyone.
- We maintain physical, electronic, and procedural safeguards that comply with applicable privacy regulations in order to protect your non-public personal information.
- We collect and use Customer information only to the extent required to conduct our business and to meet the highest quality service standards.
- We require any organization that helps us serve our Customers to meet our privacy standards.
- We exchange Customer information with non-affiliated entities only to the extent required or permitted by law, for underwriting, administrative, or risk management purposes, verification, and to detect and prevent fraud.

### GATHERING OF INFORMATION

We obtain information about you, our Customer, from your applications, transactions, and other interactions with us, as well as credit reporting agencies and other third parties. We obtain and use this information only in accordance with applicable law or in response to your request for a contract with us. The information we gather helps us identify who you are, manage our relationship with you, and develop insurance products and services that meet your needs.

### SHARING OF INFORMATION

We are dedicated to serving our Customers' needs for privacy. We do NOT share our Customer's non-public personal information with non-affiliated companies except as permitted or required by law. We restrict access to your nonpublic personal information to our employees and agents who need to know that information to provide products or services to you. We will not reveal our Customer information to any external organization unless we have previously informed our Customer in this or other disclosures or agreements, have been authorized by our Customer, or are otherwise required by law to do so.

We will not use or share with non-affiliated companies personally identifiable medical information for any purpose other than the underwriting or administration of our Customer's policy or claim, or as disclosed to our Customer when the information is collected, or to which our Customer consents.

### MONITORING OF PRIVACY PRACTICES

We will monitor our practices to insure that our Customers' privacy is respected. We will also conduct our business in a manner that meets the privacy regulations of any state in which we do business.

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 A (Ed. 04 92)

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

**GENERAL SECTION****A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

**B. Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

**C. Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

**D. State**

State means any state of the United States of America, and the District of Columbia.

**E. Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE****WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**D. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

## **E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

## **F. Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

## **G. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

## **H. Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## **PART TWO**

### **EMPLOYERS LIABILITY INSURANCE**

#### **A. How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### **B. We Will Pay**

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and

3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily out-side these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

#### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

#### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

## G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

## H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

## I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

## PART THREE

### OTHER STATES INSURANCE

#### A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

## PART FOUR

### YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## **PART FIVE—PREMIUM**

### **A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### **B. Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### **C. Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### **D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### **E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

### **F. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### **G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## **PART SIX—CONDITIONS**

### **A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

### **B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancelation notice.

4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 04 03 (Ed. 04 84)**

**EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 04 06 A (Ed. 08 95 )****PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

**Schedule**

<b>1. State</b>	<b>Estimated Eligible Premium</b>			
	<b>First</b>	<b>Next</b>	<b>Next</b>	
	\$10,000	\$190,000	\$1,550,000	Balance
2. Average percentage discount:	_____ %			
3. Other policies:				
4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:				

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 04 14 (Ed. 07 90)**

**NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

## IMPORTANT NOTICE

You may be required under the Workers' Compensation law of your state to include liability for compensation to employees of contractors (or subcontractors) as well as to contractors (or subcontractors) without employees performing work for you. We will therefore require you to report to us at time of final audit the entire payment made to such contractors (or subcontractors) and a premium shall be made based upon the company's rate or rates applicable to the trade, business, profession or occupation of the contractor (or subcontractor).

If, however, the contractor (or subcontractor) has furnished a Certificate of Insurance indicating he has Workers' Compensation coverage, we will not make a premium charge provided the Certificate of Insurance is furnished to our auditor at the time of audit.

We are advising you of this information at this time to prevent any misunderstanding at audit time. Please request proper Insurance Certificates from each of your subcontractors.

## NOTICE OF ELECTION TO ACCEPT AN INSURANCE DEDUCTIBLE FOR ILLINOIS WORKERS' COMPENSATION MEDICAL BENEFITS

Illinois law permits you to purchase your Workers' Compensation Insurance with a \$1,000 deductible. The deductible is for medical benefits only and applies separately to each accident.

A credit of 1.7% is allowed with the acceptance of this deductible. This 1.7% reduction in premium is subject to approval by the Illinois Insurance Department.

**If you want this deductible to apply, you must complete this form and return it to West Bend Mutual Insurance Company.**

Yes, I want a deductible of \$1,000 applied to medical benefits under the Illinois Workers' Compensation law. **I understand that the company shall pay the deductible amount and seek reimbursement from the Named Insured shown below.**

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Named Insured

Customer/Policy Number

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Signature of Owner or Authorized Officer

Date

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 04 19 (Ed. 01 01)**

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 21 C

(Ed. 9-08)

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT**

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

<b>State</b> See Declarations	<b>Rate</b> See Declarations	<b>Premium</b> See Declarations
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium:

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 04 21 C  
(Ed. 9-08)

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

WC 00 04 22 A

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

(Ed. 9-08)

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**Schedule**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
See Declarations	See Declarations	See Declarations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 04 22 A  
(Ed. 9-08)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 12 04 02 (Ed. 09-92)**

**ILLINOIS CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT**

The premium for the policy may be adjusted by an Illinois Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, or if an estimated factor has been applied, we will issue an endorsement to show the proper premium adjustment factor after it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 12 06 01 C (Ed. 04 01)

## ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Six (Conditions), Condition A. **Inspection**, Condition D. **Cancellation** and Condition E. **Sole Representative** of the policy are replaced by these four Conditions.

**Inspection**

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

**Cancellation**

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
  - a. at least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
  - b. at least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
  - a. Nonpayment of premium.
  - b. The policy was issued because of a material misrepresentation.
  - c. You violated any of the material terms and conditions of the policy.
  - d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
  - e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
  - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for canceling.
6. The policy period will end on the day and hour stated in the cancellation notice.

**Nonrenewal**

1. We may elect not to renew the policy. If we fail to give 60 days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to prove notice. An exact and unaltered copy of such notice shall also be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
2. Our notice of nonrenewal will state our reasons for not renewing.

3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
  - a. We show you a willingness to renew the policy; or
  - b. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
  - c. You fail to pay all premiums when due; or
  - d. You obtain other insurance as a replacement of the policy.

**Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium or to give us notice of cancellation.

Part Five (Premium), Section G. Audit is replaced by this Section.

**Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

WC 12 06 01 C  
(Ed. 04-01)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 12 06 02 A (Ed. 08-92)**

**ILLINOIS MEDICAL BENEFITS DEDUCTIBLE ENDORSEMENT**

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Illinois is shown in Item 3.A. of the Information Page.

1. Part One (Workers Compensation Insurance) applies to medical benefits only in excess of a deductible amount of \$1,000. This deductible applies separately to each accident, regardless of the number of persons injured in the accident.
2. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. If you fail to reimburse us, we may cancel the policy in accordance with Illinois cancellation law. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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Endorsement Effective  
Insured

Policy No.

Endorsement No.  
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Insurance Company

Countersigned by \_\_\_\_\_